

Contract no. 257

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BOONTON TOWNSHIP POLICE

OCT 14 1990

SALARY AND BENEFITS CONTRACT  
RUTGERS UNIVERSITY



JANUARY 1, 1991

THROUGH

DECEMBER 31, 1993

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1991 THROUGH 1993 SALARY AND BENEFIT CONTRACT  
for the  
BOONTON TOWNSHIP POLICEMEN

This Agreement entered into this 13th day of May, 1991 by and between the Township of Boonton, in the County of Morris, State of New Jersey, hereinafter called the "Township" and Officers of the Boonton Township Police Department", hereinafter called the "Policemen", who are members of the P.B.A. Local 212, represents the complete and final understanding on all bargainable issues between the Township and the Policemen.

ARTICLE I

TERM OF THE AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 1991 and ending December 31, 1993.

ARTICLE II

RECOGNITION AND SCOPE

The Township hereby recognizes all regular Police Officers of Boonton Township as participants in this Contract, except the Chief of Police.

ARTICLE III

EMPLOYEE'S RIGHTS

A. The Policemen will have the right to take a grievance on any issue involving his working conditions, employment, promotion or infringement of rights. All grievances shall be processed in writing through the chain of command.

B. The State delegate, if elected, shall be given time off to attend the P.B.A. Convention and receive expenses up to \$100.00 from the Township.

#### ARTICLE IV

##### SALARY

A. Each Police Officer covered by this Agreement shall receive salary compensation in accordance with the schedule set forth below:

##### PATROLMEN

	<u>1991</u>	<u>1992</u>	<u>1993</u>
Probationary	\$24,400.	\$26,700.	\$28,700.
Step 1	\$25,900.	\$28,200.	\$30,200.
Step 2	\$28,400.	\$30,700.	\$32,700.
Step 3	\$30,900.	\$33,200.	\$35,200.
Step 4	\$33,400.	\$35,700.	\$37,700.
Step 5	\$35,900.	\$38,200.	\$40,200.
Step 6	\$38,400.	\$40,700.	\$42,700.

##### SERGEANTS

Step 1	\$40,900.	\$43,200.	\$45,200.
Step 2	\$41,900.	\$44,200.	\$46,200.

##### LIEUTENANT

Step 1	\$43,400.	\$45,700.	\$47,700.
Step 2	\$44,400.	\$46,700.	\$48,700.

B. The individual salaries of each Police Officer covered by this Agreement shall be as set forth in "Appendix A" attached hereto and made part of this Agreement.

C. Salary increments for all police officers promoted will be paid on the anniversary date of the promotion until one year in rank has been achieved. Thereafter, salary increments will be paid on January 1st of each year.

D. For the period January 1, 1991 through December 31, 1993, longevity shall be paid to eligible police officers in addition to the current base salary on following basis:

- 1 through 5 years - 0% of current base salary
- 6 through 10 years - 2% of current base salary
- 11 through 15 years - 3% of current base salary
- 15 years and over - 4% of current base salary

Any police officer commencing employment after January 1, 1988 is not entitled to longevity pay. (see Article X Retirement and Death Benefits, §A ¶2).

E. Salaries will be effective on January 1 of each year. Longevity pay for eligible officers will be in addition to base pay but will become effective as of the anniversary date of the police officer's employment with the Township of Boonton.

Effective January 1, 1991 and thereafter, longevity pay shall be included in base pay for purposes of calculating retirement contributions but shall not be included in base pay for any other purpose.

## ARTICLE V

### HOURS AND OVERTIME

**A. work period:** All policemen covered by this Agreement shall be scheduled to work a 28-day work period in accordance with the hours established by a duly adopted resolution of the Township Committee of the Township of Boonton.

**B. overtime:** All policemen shall be compensated for hours worked in excess of the FLSA standards at one and one-half (1½) times their regular rate of pay, said regular rate of pay to be calculated in accordance with the requirements of the Fair Labor Standards Act (FLSA).

C. compensatory time: All policemen shall have the option to receive overtime compensation in cash or in the form of compensatory time off. Compensatory time shall be calculated at the rate of one and one-half (1½) hours for each hour actually worked in excess of 171 hours per 28 day work cycle. Compensatory time may be taken upon the giving of reasonable notice and at the discretion of the Chief of Police.

D. court appearances: All county, grand jury, juvenile and criminal court appearances shall be included as hours actually worked and be compensated accordingly.

All municipal court appearances shall be compensated at straight time up to a maximum of three (3) hours.

E. special duty: The Township agrees to pay a minimum of four (4) hours straight time unscheduled call-out time when an off-duty policeman is called out of his home for the following purposes: administration of breathalyzer test's); court appearances; special raids; parades; demonstrations; or fatality investigations.

## ARTICLE VI

### OFF-DUTY POLICE SERVICES

All requests for voluntary off-duty services by any company, corporation, organization or person shall be made to the Township via the Police Department. Such request shall be in writing. Only normal police activities, such as, but not limited to, traffic control and crowd control, will be provided. All requests for off-duty services shall be reviewed and approved by the Chief of Police or his designated agent. Payments for such services shall be made to the Township in accordance with the Township Fee Schedule.

The rate of compensation for such services shall be a flat rate for all police officers participating in off-duty services in accordance with the Township Fee Schedule.

Compensation for the off-duty services shall be paid to the police officer, less administration costs to the Township, as soon as practical after payment is received from the contracted party.

All voluntary off-duty services worked shall not be considered as a call to duty or overtime.

## ARTICLE VII

### HOLIDAYS

A. During the term of this Agreement, all policemen shall be paid for no less than thirteen (13) holidays based on the following schedule:

1991 - \$125.00 per holiday for a total of \$1,625.00 per annum  
1992 - \$125.00 per holiday for a total of \$1,625.00 per annum  
1993 - \$150.00 per holiday for a total of \$1,950.00 per annum

B. In addition to those fixed above, the policemen shall receive all holidays that are declared legal holidays by the President of the United States and/or the Governor of the State of New Jersey.

C. Effective January 1, 1991 and thereafter, holiday pay shall be included in base pay for purposes of calculating retirement contributions, but shall not be included in base pay for any other purpose.

## ARTICLE VIII

### EDUCATIONAL BENEFITS

A. The present practice of paying 100% of tuition and books for all policemen enrolled in a course in police science at a fully accredited college shall be continued provided a grade of C or better is received in said course.

B. The Township agrees to pay an annual \$850.00 stipend for all policemen securing an associates degree in police science. An annual \$1,500.00 stipend will be paid for all policemen securing a bachelors degree in police science. The aforesaid degrees must be obtained at a fully accredited college.

## ARTICLE IX

### MOTOR VEHICLE REIMBURSEMENT

Any policeman using private motor vehicle on official police business or college attendance under educational benefit, with the approval of the Chief of Police, will be compensated at the rate of twenty cents (\$0.20) per mile.

## ARTICLE X

### RETIREMENT AND DEATH BENEFITS

A. Upon retirement after 25 years of service, each policeman shall be entitled to an annual retirement supplement from the Township of seven hundred and fifty dollars (\$750.00) to be paid to the retiree, commencing with the date of retirement, and on each anniversary date of retirement thereafter. The said benefit shall terminate on the 65th birthday of the retiree.

This benefit is available to all qualifying policemen and is intended with respect to policemen hired after January 1, 1988 to be in lieu of longevity pay.

B. death benefits: The Township agrees to maintain death benefits of three and one-half ( $3\frac{1}{2}$ ) times salary for all Boonton Township policemen or as provided under New Jersey State Employees Pension and Annuity Fund.

## ARTICLE XI

### HOSPITAL AND LIFE INSURANCE BENEFITS

A. The Township shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J coverage.

B. The Township agrees to pay any policeman of the Boonton Township Police Department full salary while said policeman is out of work due to job-incurred injury for a maximum period of one year, less moneys received from Workmen's Compensation or allied insurance on payroll.

## ARTICLE XII

### SICK LEAVE

A. All policemen covered under this Agreement are entitled to fifteen (15) days sick leave per year with ninety (90) days accumulation.



B. sick leave compensation: At the end of each calendar year, the Township will pay the policemen one day's pay for each two days accumulated over 90 days at the rate of the policeman's base salary.

C. The policeman must present a medical doctor's certification after three (3) days consecutive absence.

### ARTICLE XIII

#### EMERGENCY LEAVE AND COMPENSATORY TIME

A. Emergency leave of up to five (5) days shall be granted by the Township without loss of pay for death in the immediate family of policemen. Immediate family includes all individuals who are part of the household responsibility. All emergency leave is subject to the review and approval of the Chief of Police.

Emergency leave of one (1) day shall be granted for other immediate relatives on the day of burial. Exceptions to this provision may be made at the discretion of the Chief of Police with the advice and consent of the Township Committee.

B. Two (2) personal days per annum may be granted to attend to personal business and exigencies at the discretion of the Chief of Police.

C. At the discretion of the Chief of Police, each policeman may have two (2) professional days leave per year to attend seminars, special instruction or education in the field of police science.

### ARTICLE XIV

#### VACATION

For the first year through the fifth year - 10 days; sixth year through the tenth year - 15 days; eleventh year through twentieth year - 20 days; and after 20 years of service, one additional vacation day shall be granted for each year to a maximum of 25 days.

ARTICLE XV  
GRIEVANCE PROCEDURE

A. definition

1. A grievance is a claim by a policeman of any rank, or the representative based upon the interpretation of the work contract (violations thereof) of a specific claim of inequity incurred by any policeman in his employment or promotion.
2. An aggrieved person is the person making the claim.
3. A party in interest is the person or persons who might be required to take action or action might be taken against in order to resolve the claim.
4. A policeman is a full time officer of any rank within the Police Department of Boonton Township.

B. purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure in accordance with the law.

C. grievance

Should any dispute, or difference, arise between the Township and the representative or its member as to the interpretations, application, or operation of any provision of the work contract or arise from the lack of equality in employment or promotion, both parties shall endeavor to settle it in the simplest and most direct manner. The procedure shall be as follows, unless any step is waived by mutual consent:

FIRST: Between the grievant and the Chief of Police within ten (10) days after the event causing the grievance. The grievance may be reduced to writing or be informally oral. The Chief shall forward his answer within three (3) days following the meeting.

SECOND: If the grievance is not settled at the first step suited to the grievant, the grievant may make a written request for a second step meeting within twenty (20) days with the Township Committee. The grievant may appear with a representative. The Committee will answer the grievance within twenty (20) days.

THIRD: If the aggrieved is not satisfied with the results of Step Two, he may, within fifteen (15) days notify the Committee that he wants the matter taken for binding arbitration.

- (a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the grievant shall sit down and mutually agree upon an arbitrator. If the parties cannot find such a person, then a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved. The parties shall then select such an arbitrator.
- (b) The arbitrator so selected shall confer with representatives of both parties and shall hold a hearing as promptly as possible and shall render a decision within twenty (20) days of the hearing, or if oral hearings have been waived by both sides, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall set forth his findings of fact and conclusion on the issues submitted.
- (c) The arbitrator shall be without power to make decision which requires the commission of an act prohibited by law or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously and shall be binding on both sides.
- (d) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the grievant. Any other expenses incurred shall be paid by the party incurring same.

## ARTICLE XVI

### MISCELLANEOUS ITEMS

A. Each policeman shall receive sufficient uniforms and damaged uniforms will be replaced by the Township.

B. In accordance with N.J.S.A. 40A:14-155 and in the circumstance set forth in that enabling legislation, the Township agrees to provide legal representation by counsel who is to be MUTUALLY AGREED upon by the Township Committee and the policeman or policemen seeking representation.

C. Policemen will not be required to take a polygraph in any given departmental hearing.

D. Policemen will not have their departmental hearings prior to their criminal trial so as not to prejudice their standing with a jury.

E. The Township shall maintain full insurance to cover any claim of false arrest, both inside and outside the Township.

F. Policemen shall be reimbursed for expenses incurred while attending police school, including clothing, travel expenses, lodging, meals, equipment and books with the approval of the Chief of Police.

G. The Township agree that time lost as a direct result of injury in the line of duty shall not be deducted from sick leave due policemen.

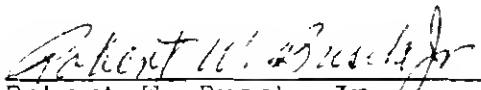
H. The Township agrees to maintain the present retirement plan with the State of New Jersey - (Police and Fire Retirement System).

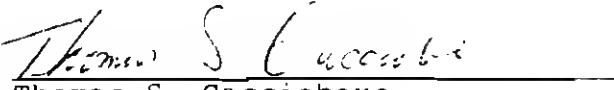
I. All existing benefits will be included in the Agreement.

J. This Agreement is effective and retroactive to January 1 of each year.

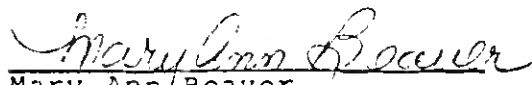
**TOWNSHIP OF BOONTON**

**OFFICERS OF THE BOONTON TOWNSHIP  
POLICE DEPARTMENT**

  
Robert W. Busch, Jr.,  
Mayor

  
Thomas S. Cacciabeve,  
Chairman

ATTEST:

  
Mary Ann Beaver,  
Municipal Clerk

# APPENDIX A

## BASE WAGE

	<u>1991</u>	<u>1992</u>	<u>1993</u>
Ptl. D. Worts effective	\$30,900. (7/1/91)	\$35,700. (7/1/92)	\$40,200. (7/1/93)
Ptl. T. Cacciabeve*	\$38,400.	\$40,700.	\$42,700.
Ptl. J. Morris*	\$38,400.	\$40,700.	\$42,700.
Ptl. J. Speirs*	\$38,400.	\$40,700.	\$42,700.
Ptl. R. Graziano*	\$38,400.	\$40,700.	\$42,700.
Ptl. J. Forsythe*	\$38,400.	\$40,700.	\$42,700.
Sgt. S. Regec*	\$41,900.	\$44,200.	\$46,200.
Lt. A. Mini*	\$44,400.	\$46,700.	\$48,700.

\* Eligible for longevity pay pursuant to Article IV, §§ D and E.